

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: HOLLY L. FRY	)	
<b><u>Debtor</u></b>	)	
	)	CHAPTER 13
AMERICREDIT FINANCIAL	)	
SERVICES, INC. dba GM FINANCIAL	)	Case No.: 17-17480 (MDC)
<b><u>Moving Party</u></b>	)	
	)	<b>Hearing Date: 12-4-18 at 10:30 AM</b>
v.	)	
	)	
HOLLY L. FRY	)	11 U.S.C. 362
THOMAS J. FARRELL	)	
<b><u>Respondent</u></b>	)	11 U.S.C. 1301
	)	
WILLIAM C. MILLER	)	
<b><u>Trustee</u></b>	)	
	)	
	)	

**STIPULATION OF SETTLEMENT OF MOTION OF GM FINANCIAL FOR RELIEF  
FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay And Co-Debtor Stay by William E. Craig, Esquire, attorney for AmeriCredit Financial Services, Inc. dba GM Financial (“GM Financial”), and the debtor having opposed such Motion through her counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

**ORDERED:**

1. That GM Financial is the holder of a first purchase money security interest in a 2016 Dodge Journey bearing vehicle identification number 3C4PDCAB0GT128238.
2. That the parties stipulate that the debtor’s account has post-petition arrears through November 2018 in the amount of \$6,143.93. That with the addition of counsel fees and costs for the instant motion in the amount of \$531.00, the total amount to be cure is \$6,674.93.
3. That the debtor is to cure the arrearage set forth in paragraph two (2) above through her Chapter 13 Plan. The debtor is to file an amended Chapter 13 Plan setting forth

this amount to be cured through her Chapter 13 Plan (in addition to any pre-petition arrears as set forth on GM Financial's Proof Of Claim) by January 15, 2019 or GM Financial may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay and co-debtor stay. The debtor reserves the right to object to any Proof Of Claim filed by GM Financial.

4. That commencing January 2019, if the debtor fails to make any payment to GM Financial within thirty (30) days after the date it falls due, GM Financial may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay and co-debtor stay.
5. That commencing January 2019, if the debtor fails to make any payment to the Chapter 13 Trustee within thirty (30) days after the date it falls due, GM Financial may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay and co-debtor stay.
6. That the Debtor can oppose only one (1) Certification Of Default filed by GM Financial for default under the terms of this Order. For any subsequent Certification Of Default filed, the Debtor can only file opposition on the basis that payments were made prior to the Certification being filed, and by attaching proof of payments made.
7. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek

Brad J. Sadek, Esquire  
Attorney for the Debtor

/s/ William E. Craig

William E. Craig, Esquire  
Attorney for GM Financial